

REMARKS/ARGUMENTS

Reconsideration and allowance of this application are respectfully requested. Currently, claims 1-4, 6-10 and 20-32 are pending in this application.

Rejection Under 35 U.S.C. §103:

Claims 1-4, 6-10 and 20-21 were rejected under 35 U.S.C. §103 as allegedly being unpatentable over Koreeda (U.S. '137) in view of Webber, Jr. et al (U.S. '378, hereinafter "Webber"). Claims 6-9 were rejected under 35 U.S.C. §103 as allegedly being unpatentable over Koreeda in view of Webber and further in view of Blinn et al (U.S. '622, hereinafter "Blinn"). Applicant respectfully traverses these rejections.

In order to establish a *prima facie* case of obviousness, all of the claim limitations must be taught or suggested by the prior art and there must be some suggestion or motivation either in the references themselves or in the knowledge generally available to one of ordinary skill in the art to modify the reference or to combine reference teachings.

The combination of Koreeda and Webber fails to teach or suggest all of the claim limitations. For example, the combinations fails to teach or suggest "a product fulfilment data store controller arranged in operation to store a product description and related data representing an event already done to fulfill the customer order in said product fulfilment data store only when said enterprise capability store includes the specified data associated with said product description

by said association data so that storage of the product description and the related data in the product fulfilment data store is prevented when said enterprise capability store does not include the specified data,” as required by independent claim 1 and its dependents. The combination also fails to teach or suggest “selectively storing a product description and related data representing an event already done to fulfill the customer order in said product fulfilment data store by examining said association data to identify said associated specified data, and storing said product description and related data representing an event already done to fulfill the customer order only on said specified data being found in said enterprise capability store so that storage of the product description and the related data in the product fulfilment data store is prevented when said enterprise capability store does not include the specified data,” as required by independent claim 10 and its dependents.

Page 3 of the Office Action admits that “Koreeda does not disclose an association data store and a product fulfilment data store to store a product description...” Applicant submits that Webber fails to remedy the admitted deficiencies of Koreeda with respect to the claimed invention. In particular, col. 10, lines 20-34 (specifically identified in the Office Action) of Webber states the following:

“During the process of fulfillment of an order, the following steps occur. References is made to FIG. 1. First, the customer site 1 completes a purchase with the seller 3.

Then, the seller's POS transmits a contract to the CAP 7 via an available communication link 35. The contract is preferably stored by the CAP in a "hold for processing" mode. Once the contract is ratified, fulfillment data is calculated by the computing module 13 according to terms within the ratified contracts, and is additionally derived from standard contractual terms and rules for each particular type of product. The fulfillment instructions in the ratified contract will include, for example, a scheduling date, terms and rules. Fulfillment obligations are determined based on a combination of the stored POS data and the terms and rules in the fulfillment data associated with a particular type of product/contract. Optionally, fulfillment obligations may be factored by inventory management and order point specifications or systems calculation and determination of distribution, and selection of shippers or common carriers."

As will be appreciated from a reading of col. 10, lines 20-24 of Webber, Webber fails to teach or suggest preventing a record from being stored in a product fulfillment data store when an enterprise capability store does not include specified data associated with the product description. In contrast, a record cannot be stored in a product fulfillment data store unless a supplier is capable of providing that product in the present invention.

Webber seeks to provide an e-commerce computer system that is shared by all parties in a supply chain from manufacturers through distributor and retailer to customer (see Fig. 4). Goods flow one way along the supply chain, money flows the other way. Webber seems to say that prior to his disclosure, the Electronic Document Interchange was used on each link of the supply chain separately. Hence, in the supply direction a sale of a product to a customer would mean that

each party in the supply chain would receive an electronic purchase order from the customer's direction, and send an electronic shipping instruction to a shipper in order to move the ordered goods along the supply chain towards the customer (and depending on resulting inventory of the ordered goods following shipment, send an electronic purchase order in the manufacturer's direction). In the payment direction, each entity along the supply chain would receive an electronic invoice from the manufacturer's direction and send a (normally greater) electronic invoice in the customer's direction.

Webber suggests that the contract between the customer and the retailer should be linked to the contract between the retailer and the distributor which in turn should be linked to the contract between the distributor and the manufacturer. When the customer orders a product, say a crate of wine, then the retailer receives the order and sends it to Webber computer system. Webber's computer system then sends (electronically) all the necessary shipment instructions, invoices, and purchase orders to different entities along the supply chain. Webber's computer system aggregates these things so that, for example, a wine producer doesn't have separate purchase orders every time someone in a supermarket bought a bottle of wine. (See Col. 10, lines 40-45). Payment by the customer then causes a bunch of payments to the bank accounts of the entities on the supply chain. These are sensibly aggregated. (See Col. 11, lines 43 to 60).

The example given at col. 12 lines 43 to col. 13 line 28 of Webber is useful illustration of these ideas. Here the term “fulfillment company” refers to a company which stores the product, packages it, addresses it, and sends it to the customer. (See Col. 12 lines 53 to 57). In the section of Webber specifically identified by the Office Action (Col. 10, lines 20 to 34), fulfillment refers more generally to what any of the parties in the supply chain must do in order to fulfill the supply side of their contract with the next entity in the supply chain in the direction leading towards the customer. Fulfillment data (as the expression is used in Webber) refers to some description of what is required of each entity along the supply chain. Fulfillment data thus appears in Webber to refer to what an entity needs to do in order to fulfill an order, whereas the product fulfillment data store in the present invention records what an entity has in fact done to fulfill an order.

One benefit of the present invention is that an entry cannot be made in a product fulfillment data store unless the supplier is capable of providing that product. The making of an entry in the product fulfillment data store is dependent on the existence of specified data in the enterprise capability store.

Webber doesn't have this type of check. A customer might order a crate of wine from the direct marketer and the fulfillment company could send a crate of beer instead. There is no teaching or suggestion that recording such a delivery would be impossible. This is contrary to the benefits of the present invention - see page 21 lines 4 to 6 and 19 to 22 of the present specification. This distinction is of

real commercial importance as noted in page 23 lines 13-14 of the present specification.

The Office Action alleges that it would have been obvious to combine the teachings of Koreeda and Webber because Webber would provide a pointer identifying a seller database. Applicant submits, however, that Webber does not disclose or suggest a pointer identifying a seller database and thus there is no motivation to combine the teachings of Koreeda and Webber.

Accordingly, Applicant respectfully requests that the rejection of claims 1-4, 6-10 and 20-21 under 35 U.S.C. §103 in view of Koreeda and Webber be withdrawn.

Even if one of ordinary skill in the art were motivated to combine Koreeda and Webber, the combination (even along with Blinn) would still not teach or suggest the subject matter required by at least dependent claims 6, 8 and 9. Blinn relates to translation of database queries to fit with a schema of a queried database. A schema is the structure of the database. It specifies the types of records in each table of the database, and how those records are interrelated.

If the teachings of Blinn were added to those of Koreeda and Webber, it would be to take a user product request and to translate it to the schema used in one of the seller's product databases. This translation would not result in a change to an electronic catalog in Koreeda and Webber or triggering an update of association data associating any product from that data object with data in those

electronic catalogs. Accordingly, the combination of Koreeda, Webber and Blinn fails to teach or suggest, for example, “wherein the association data is updated in response to updates to the specified data in the enterprise capability store,” as required by claim 6. The three-way combination of Koreeda, Webber and Blinn also does not teach or suggest “wherein the specified data in the enterprise capability store is updated and consequent changes made to data referencing said specified data,” as required by claim 8 or “wherein any marketplace product definition stored in the marketplace product store is deleted in the event that specified data for that marketplace product definition to data is no longer stored in the enterprise capability store,” as required by claim 9.

There is no teaching or suggestion in Koreeda or Webber that once a record is written in a database, it can be subsequently altered to, for example, cope with an enterprise capability ceasing to exist. If Blinn were combined with Koreeda and Webber, the combination would merely enable electronic catalogs of different formats to be accessible to the customer. For example, a translation function would be added to the user’s browser in Koreeda. However, adding this translation to the purchasing agent or to a user browser does not result in the invention required by claims 6, 8 and 9.

New Claims:

New claims 22-32 have been added to provide additional protection for the invention. New independent claim 22 requires, *inter alia*, “a product fulfilled data store controller arranged in operation to store a product description in said product fulfilled data store only when said enterprise capability store includes the specified data associated with said product description by said association data so that storage of the product description in said product fulfilled data store is prevented when said enterprise capability store does not include the specified data associated with said product description.” Independent claim 32 requires a similar feature. The recitation of “fulfilled order data store” and “fulfilled order data store controller” emphasizes that the stored data represents what an entity has in fact already done to fulfil an order.

BRIEL et al.

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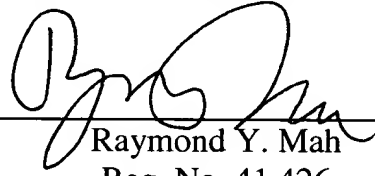
Conclusion:

Applicant believes that this entire application is in condition for allowance and respectfully requests a notice to this effect. If the Examiner has any questions or believes that an interview would further prosecution of this application, the Examiner is invited to telephone the undersigned.

Respectfully submitted,

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